

Exhibit D

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14 Attorneys for Defendant:
QUICKEN LOANS INC.

[ADDITIONAL COUNSEL LISTED IN SIGNATURE BLOCK]

20 AMANDA HILL and GAYLE HYDE,
21 individually and on Behalf of All Others
Similarly Situated.

Plaintiffs.

V.

QUICKEN LOANS INC.

Defendant

Case No. 5:19-cv-00163-FMO-SP

QUICKEN LOAN INC'S RESPONSES TO PLAINTIFF GAYLE HYDE'S INTERROGATORIES CONCERNING PERSONAL JURISDICTION (SET TWO)

Courtroom: 6-D
Judge: Hon. Fernando M. Olguin

1 PROPOUNDING PARTY: Plaintiff GAYLE HYDE

2 RESPONDING PARTY: Defendant QUICKEN LOANS INC.

3 SET: TWO

4 Pursuant to Federal Rules of Civil Procedure 26 and 33, Quicken Loans Inc.
5 (“Quicken Loans”) hereby provides objections and responses (“Responses”) to
6 Plaintiff Gayle Hyde’s (“Plaintiff” or “Hyde”) Interrogatories to Defendant Quicken
7 Loans (“Interrogatories”), dated December 4, 2019. Quicken Loans provides these
8 responses pursuant to the Court’s October 17, 2019 order permitting the parties to
9 engage in “limited jurisdictional discovery.” Dkt. 54.

10 **GENERAL OBJECTIONS**

11 1. Quicken Loans objects to each and every Interrogatory to the extent it
12 seeks to impose obligations and demands upon Quicken Loans beyond those required
13 by Federal Rules of Civil Procedure 26 and 33, and the applicable Local Civil Rules
14 of the United States District Court for the Central District of California (“Local
15 Rules”).

16 2. Quicken Loans objects to each and every Interrogatory to the extent it
17 seeks information protected from discovery by the attorney-client privilege, the work
18 product doctrine, the joint defense privilege, or any other privileges or reasons for
19 non-production. Plaintiff’s discovery will not be construed to seek such information.
20 Inadvertent disclosure of privileged information is not intended to be, and may not
21 be construed as, a waiver of any applicable privilege or similar basis for non-
22 disclosure.

23 3. Quicken Loans objects to each and every Interrogatory to the extent that
24 it calls for documents or information constituting trade secrets or proprietary or
25 confidential business information. Quicken Loans will produce such documents and
26 information subject to Plaintiff’s agreement to maintain confidentiality over these
27 materials while the Parties work to submit a mutually agreeable protective order for
28 entry by the Court.

1 4. Quicken Loans objects to each and every Interrogatory to the extent that
2 it calls for documents or information constituting private or confidential information
3 of any individual other than Hyde.

4 5. Quicken Loans objects to each and every Interrogatory to the extent it
5 seeks information relating to the merits of Plaintiff Hyde's claims in violation of the
6 Court's order permitting the parties to engage in "limited jurisdictional discovery"
7 only. Dkt. 54.

8 6. Quicken Loans objects to each and every Interrogatory to the extent it
9 is not limited by any time period relevant to the lawsuit. Quicken Loans will construe
10 each Interrogatory as limited to the time period from January 28, 2015 to January 28,
11 2019 (the "Relevant Time Period").

12 **OBJECTIONS TO INSTRUCTIONS**

13 1. These Objections to Instructions are collected in one place in this
14 response for convenience only, so that objections to Plaintiff's instructions and other
15 general statements are not presented repeatedly. These Objections to Instructions
16 should be interpreted as appearing in response to each Interrogatory. Quicken Loans
17 hereby reserves the right to raise and rely upon such other and further objections to
18 Plaintiff's Instructions as may become apparent during this course of this action,
19 discovery, and/or responding to discovery.

20 2. Quicken Loans objects to Hyde's definition of the terms "You" and
21 "Your," as overly broad, unduly burdensome and neither relevant nor proportional to
22 the needs of the case because they purport to include all Quicken Loans' "officers,
23 directors, managers, and employees." Quicken Loans likewise objects to Hyde's
24 instruction that Quicken Loans answer each interrogatory "upon [Quicken Loans]'s
25 knowledge from all sources and all information in [Quicken Loans]'s possession or
26 otherwise available to [Quicken Loans], including information from [Quicken
27 Loans]'s officers, employees, agents, representatives or consultants and information

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1 which is known by each of them.” Quicken Loans will respond only on behalf of
2 Quicken Loans.

3 3. Quicken Loans objects to Hyde's definition of "identify" with respect
4 to persons or entities as overbroad, unduly burdensome, and not proportionate to the
5 needs of the case.

6 4. Subject to all Objections contained herein, Quicken Loans states that its
7 factual and legal investigation of this matter is ongoing. Quicken Loans reserves the
8 right to supplement and/or amend these Responses when and if it becomes necessary.

RESPONSES TO INTERROGATORIES

10 | INTERROGATORY NO. 8:

11 State the name of any and all text messaging aggregators used by YOU to
12 send text messages to telephone number (612) 836-8955 in the year 2018.

13 | RESPONSE TO INTERROGATORY NO. 8:

14 Quicken Loans objects to this Request as improper, premature, irrelevant, and
15 disproportional to the needs of the case because (1) it seeks information that is not
16 relevant to whether this Court has jurisdiction over Hyde's claims; and (2) the
17 undefined term "text messaging aggregator" is undefined.

18 Subject to the above objections and its General Objections, and based upon its
19 reasonable investigation to date and its understanding of the information sought by
20 this Request, Quicken Loans identifies mGage with respect to the challenged text
21 messages to the telephone number (612) 836-8955 in 2018.

22 Quicken Loans' investigation of this matter and discovery of Hyde and third
23 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or
24 amend this Interrogatory at a later time for any reason.

25 | INTERROGATORY NO. 9:

26 State the business address of any and all text messaging aggregators used by
27 YOU to send text messages to telephone number (612) 836-8955 in the year 2018.

1 **RESPONSE TO INTERROGATORY NO. 9:**

2 Quicken Loans objects to this Request as improper, premature, irrelevant, and
3 disproportional to the needs of the case because (1) it seeks information that is not
4 relevant to whether this Court has jurisdiction over Hyde's claims; and (2) the
5 undefined term "text messaging aggregator" is undefined.

6 Subject to the above objections and its General Objections, and based upon its
7 reasonable investigation to date and its understanding of the information sought by
8 this Request, Quicken Loans states that the publicly available business address for
9 mGage's corporate headquarters is 3424 Peachtree Road NE, Suite 400, Atlanta,
10 Georgia.

11 Quicken Loans' investigation of this matter and discovery of Hyde and third
12 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or
13 amend this Interrogatory at a later time for any reason.

14 **INTERROGATORY NO. 10:**

15 IDENTIFY the subscriber of short message script 26293 in 2018.

16 **RESPONSE TO INTERROGATORY NO. 10:**

17 Quicken Loans objects to this Request as improper, premature, irrelevant, and
18 disproportional to the needs of the case because (1) it seeks information that is not
19 relevant to whether this Court has jurisdiction over Hyde's claims; (2) it seeks
20 information that is not limited to information relevant to Hyde's claims, the phone
21 number at issue, or Quicken Loans' defenses; and (3) the undefined term "subscriber"
22 is vague and ambiguous.

23 Subject to the above objections and its General Objections, and based upon its
24 reasonable investigation to date and its understanding of the information sought by
25 this Request, Quicken Loans states that the short messaging script 26293 has been
26 registered to Quicken Loans Inc. since at least 2013, at its business address at 1050
27 Woodward Avenue, Detroit, MI 48226.

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1 Quicken Loans' investigation of this matter and discovery of Hyde and third
2 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or
3 amend this Interrogatory at a later time for any reason.

4 **INTERROGATORY NO. 11:**

5 IDENTIFY the billing address associated with telephone number 800-863-
6 4332 in 2018.

7 **RESPONSE TO INTERROGATORY NO. 11:**

8 Quicken Loans objects to this Request as improper, premature, irrelevant, and
9 disproportional to the needs of the case because (1) it seeks information that is not
10 relevant to whether this Court has jurisdiction over Hyde's claims; and (2) it seeks
11 information that is not limited to information relevant to Hyde's claims, the phone
12 number at issue, or Quicken Loans' defenses.

13 Subject to the above objections and its General Objections, and based upon its
14 reasonable investigation to date and its understanding of the information sought by
15 this Request, Quicken Loans states that the billing address associated with telephone
16 number 800-863-4332 in 2018 was 1050 Woodward Ave, Detroit, MI 48226.

17 Quicken Loans' investigation of this matter and discovery of Hyde and third
18 parties is ongoing. Quicken Loans continues to reserve all rights to supplement or
19 amend this Interrogatory at a later time for any reason.

20

21 Dated: January 3, 2020

By: /s/ W. Kyle Tayman

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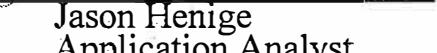
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10 Attorneys for Defendant:
11 QUICKEN LOANS INC.

1 I, Jason Henige, state that I am authorized to make this verification for and on
2 behalf of Quicken Loans Inc. and that I make this verification for that reason. I have
3 read Quicken Loans' responses in QUICKEN LOANS INC.'S RESPONSES TO
4 PLAINTIFF GAYLE HYDE'S INTERROGATORIES CONCERNING
5 PERSONAL JURISDICTION (SET TWO), and know their contents, and I hereby
6 verify that the grounds of my belief as to all matters not stated upon personal
7 knowledge are upon information and belief, the contents of Quicken Loans' business
8 records, and the knowledge of its personnel and vendors; and that I am informed that
9 the facts stated herein are true.

10 I declare under oath and penalty of perjury under the laws of the United States
11 of America that the foregoing is true and correct to the best of my knowledge and
12 belief.

13 Dated: January 3, 2020

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By: 
15 Jason Henige
Application Analyst
Quicken Loans Inc.

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PROOF OF SERVICE

I am employed in the County of New York, State of New York. I am over the age of 18 and not a party to the within action. My business address is: 620 Eighth Avenue, New York, NY 10018.

On January 3, 2020, I served the following documents on the persons below as follows:

**QUICKEN LOAN INC'S RESPONSES TO PLAINTIFF GAYLE HYDE'S
REQUESTS FOR PRODUCTION OF DOCUMENTS AND TANGIBLE
THINGS CONCERNING PERSONAL JURISDICTION (SET TWO)**

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PRO HAC VICE NOT YET FILED

(FACSIMILE). Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

1 (MAIL). I placed the envelope for collection and mailing, following our
2 ordinary business practices. I am readily familiar with this firm's practice
3 for collecting and processing correspondence for mailing. On the same day
4 that correspondence is placed for collection and mailing, it is deposited in
5 the ordinary course of business with the United States Postal Service, in a
6 sealed envelope with postage fully prepaid. I am a resident or employed in
7 the county where the mailing occurred. The envelope or package was
8 placed in the mail at San Francisco, California.

9 (OVERNIGHT DELIVERY). I deposited in a box or other facility regularly
10 maintained by FedEx, an express service carrier, or delivered to a courier or
11 driver authorized by said express service carrier to receive documents,
12 a true copy of the foregoing document in sealed envelopes or packages
13 designated by the express service carrier, addressed as stated above, with
14 fees for overnight delivery paid or provided for.

15 (E-MAIL or ELECTRONIC TRANSMISSION). Based on a court order or
16 an agreement of the parties to accept service by e-mail or electronic
17 transmission, I caused the documents to be sent to the persons at the e-mail
18 addresses listed. I did not receive, within a reasonable time after the
19 transmission, any electronic message or other indication that the
20 transmission was unsuccessful.

21 I declare under penalty of perjury that I am employed in the office of a
22 member of the bar of this Court at whose direction this service was made and that
23 the foregoing is true and correct.

24 Executed on **January 3, 2020**, at New York, New York.

25

Patrice E. Hendriksen

26 Patrice E. Hendriksen

27 
28 (Signature)